



STATE OF MONTANA REQUEST FOR PROPOSAL (RFP)

RFP Number: 09-004-ACCD	RFP Title: <u>Kalispell Prerelease Center</u>
RFP Response Due Date and Time: September 11, 2008 2:00 p.m., Local Time	Number of Pages: 59, Appendices A, B, C, D, & F

ISSUING AGENCY INFORMATION

Procurement Officer: Rob Stapley	Issue Date: July 28, 2008
Montana Department of Corrections Contracts Management Bureau 1539 11th Avenue Helena, MT 59620	Phone: (406) 444-4236 Fax: (406) 444-9818 TTY Users, Dial 711 Website: http://cor.mt.gov/

INSTRUCTIONS TO OFFERORS

Return Sealed Proposal to: Montana Department of Corrections Attn: Rob Stapley 1539 11th Avenue Helena, MT 59620	Mark Face of Envelope/Package: RFP Number: 09-004-ACCD RFP Response Due Date: September 11, 2008 Special Instructions: <u>Pre-proposal conference in Helena, Section 1.6</u>
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IMPORTANT: SEE STANDARD TERMS AND CONDITIONS – APPENDIX A

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address:	Authorized Offeror Signatory: <small>(Please print name and sign in ink)</small>
Offeror Phone Number:	Offeror FAX Number:
Offeror E-mail Address:	

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

INSTRUCTIONS TO OFFERORS

It is the responsibility of each offeror to:

Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

Provide complete responses/descriptions. Read and address **all** requirements. Don't assume the State or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the State. The proposals are evaluated based solely on the information and materials provided in your response.

Use the forms provided, i.e., cover page, sample budget form, certification forms, etc.

Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are **never** accepted.

**The following items MUST be included in the response to be considered responsive.
Failure to include any of these items may result in a nonresponsive determination.**

Signed Cover Sheet

Signed Addenda (if appropriate)

Point-by-Point response to all sections and subsections (per Section 1.8.1)

Complete responses to all requirements of Sections 3, 4, and 5

Correctly executed State of Montana "Affidavit for Trade Secret Confidentiality" form if claiming information to be confidential or proprietary (per Section 2.2.1)

SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date	July 28, 2008
Pre-Proposal Conference	August 7, 2008
Deadline for Receipt of Written Questions	August 14, 2008
Deadline for Posting Written Responses.....	August 20, 2008
RFP Response Due Date.....	September 11, 2008
Intended Date for Contract Award.....	October 27, 2008

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The STATE OF MONTANA, Department of Corrections, Adult Community Corrections Division (hereinafter referred to as "the Department" or "MDOC") is requesting competitive sealed proposals for the siting and operation of a 40-bed Prerelease Center for adult, male offenders in the community of Kalispell (see Section 3.4 - Siting). This document constitutes a Request for Proposals (RFP) from qualified offerors in accordance with the requirements and instructions of this document. A more complete description of the supplies and/or services sought for this project is provided in Section 3, Scope of Project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 PRERELEASE CENTERS

Prerelease Centers function as a component of the Montana Correctional System. MDOC currently contracts for 800 adult male offender and adult female offender beds with four private, non-profit organizations for prerelease services in Billings, Butte, Great Falls, Helena, and Missoula. Prerelease Centers provide community transitioning services in lieu of prison for adult offenders who:

- have been committed into the custody of MDOC;
- are approaching release from the Montana State Prison, Private Prisons, or Regional Prisons;
- are parole violators or conditional release violators requiring less restriction than a traditional prison setting.

1.1.1 History

MDOC'S interest in siting a Prerelease Center in Kalispell is as follows:

- MDOC'S Population Management Plan calls for an additional 40 prerelease beds in Fiscal Year 2009.
- There are approximately 80 Flathead County offenders now participating in Prerelease Center programs throughout the state.
- Flathead County has the fourth highest commitment rate of offenders to MDOC.

Many offenders are already in the Kalispell area. Presently there are approximately 900 probation and parole offenders being supervised in the Kalispell area.

1.2 DEFINITIONS

CASE MANAGER means an individual who has a baccalaureate degree and demonstrates a willingness to work with offenders in a constructive manner to achieve program goals within their facility.

CONTRACT means an agreement, or mutual assent, between two or more competent parties with the elements of the agreement offered, considered, and accepted.

CONTRACTOR means the offeror awarded the contract, through this Request for Proposal, to operate the Prerelease Center located in the Kalispell area.

COGNITIVE RESTRUCTURING means a treatment model that focuses on the thoughts that lead an individual to criminal behavior. The primary goal is to restructure criminal thinking and therefore change criminal behavior. This component will help each offender examine patterns of thought that recur with negative consequences and develop a plan to change such thinking. Most important, this program has been shown to help reduce recidivism and produce overall change from anti-social to pro-social thinking and behavior in the offender population.

DOC COMMIT means an adult offender committed by a court to MDOC that allows MDOC to determine where to place the adult offender within legal guidelines.

FACILITY means the physical location of the Kalispell Prerelease operated by the Contractor, including housing units, administrative offices, and all other structures and improvements. This shall include, but is not limited to, all support buildings, roads, fences, utility systems, etc.

FISCAL YEAR means any one-year period beginning on July 1 and ending on June 30, which period is used for budgeting and appropriations purposes by MDOC.

INMATE/OFFENDER means the individual or entity submitting a proposal to MDOC.

MDOC means the Montana Department of Corrections.

OFFENDER means an adult who has been sentenced to the MDOC, Montana State Prison, Montana Women's Prison, Private Prison, or Regional Prison and who resides in a Prerelease Center.

PAROLE means the supervised release into a community of an inmate prior to the completion of a sentence, as a result of a decision by the state Board of Pardons and Parole, and subject to conditions imposed by the board.

PER DIEM RATE means the rate paid to the Contractor by MDOC for each inmate housed at the Facility each day.

POLICY AND PROCEDURE means those written policies and procedures published by MDOC and required to be followed by Contractor that govern the operation, management, and maintenance of the Facility, including any future modifications, amendments, or supplements.

PRISON RECIDIVISM means an adult offender who returns to prison in Montana for any reason within three years of release from prison. Each release can only have one corresponding return.

PROBATION means the court's release of an offender, subject to supervision by MDOC and under direction of the court. Juvenile probation is supervised by the Montana Supreme Court.

RFP means a Request for Proposals is a formal request containing specifications, terms, conditions, or requirements to which an offeror must respond to in writing.

SENTENCE means an offender is sentenced by District court to MDOC. MDOC can then assess an offender's needs and history and place the offender in the appropriate facility. The key is that if the offender does not get placed in prison, then MDOC retains jurisdiction and may release the offender, when appropriate, through a Conditional Release.

SITE means the geographical area, located in the Kalispell community, which has been selected for occupancy by the proposed Prerelease center.

STATE means the State of Montana.

SUBCONTRACT means any Contract, express or implied, between the Contractor and another party for the purpose of furnishing any material or service required for the performance of the Contract.

1.3 CONTRACT TERM

It is MDOC'S intent that the initial contract term shall be for a period of twenty (20) years. However, every two years during the term of the contract, the parties will meet to review the compensation section of the contract and, upon presentation of reasonable documentation, amend the contract as necessary to allow for adjustment of contract rates and terms. The contract rates are dependent upon legislative appropriations. In no case will this contract run longer than a twenty (20) year period.

1.4 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and the selection is announced by the procurement officer, **offerors are not allowed to communicate with any state staff or officials regarding this procurement, except at the direction of the MDOC procurement officer**, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Officer: **Rob Stapley**
Address: **1539 11th Avenue**
Telephone Number: **(406) 444-4236**
Fax Number: **(406) 444-9818**
E-mail Address: rstapley@mt.gov

1.5 REQUIRED REVIEW

1.5.1 Review RFP. Offerors should carefully review the instructions, mandatory requirements, specifications, standard terms and conditions, and contract set out in this RFP and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. This should include any terms or requirements within the RFP that either preclude the offeror from responding to the RFP or add unnecessary cost. This notification must be accompanied by an explanation and suggested modification and be received by the deadline for receipt of written or e-mailed inquiries set forth below. MDOC will make any final determination of changes to the RFP.

1.5.2 Form of Questions. Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the procurement officer referenced above on or before **August 14, 2008**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.5.3 State's Response. MDOC will provide an official written response by **August 20, 2008** to all questions received by the respective deadline. MDOC'S response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon MDOC. Any formal written addendum will be posted on MDOC'S website alongside the posting of the RFP at <http://cor.mt.gov> by the close of business on the date listed. **Offerors must sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

1.6 PRE-PROPOSAL CONFERENCE

An optional Pre-Proposal Conference will be conducted at the **Scott Hart Building, first-floor Auditorium, 302 North Roberts on August 7, 2008 at 10:00 a.m.** Offerors are encouraged to use this opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify MDOC of any ambiguities, inconsistencies, or errors discovered upon examination of this RFP. All responses to questions at the Pre-Proposal Conference will be oral and in no way binding on MDOC.

1.7 GENERAL REQUIREMENTS

1.7.1 Acceptance of Standard Terms and Conditions/Contract. *By submitting a response to this RFP, offeror agrees to acceptance of the standard terms and conditions and contract as set out in Appendices A and B of this RFP.* Much of the language included in the standard terms and conditions and contract reflects requirements of Montana law. Requests for additions or exceptions to the standard terms and conditions, contract terms, including any necessary licenses, or any added provisions must be submitted to the procurement officer referenced above by the date for receipt of written/e-mailed questions. Any request must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. MDOC reserves the right to address nonmaterial requests for exceptions with the highest scoring offeror during contract negotiation. Any material exceptions requested and granted to the standard terms and conditions and contract language will be addressed in any formal written addendum issued for this RFP and will apply to all offerors submitting a response to this RFP. MDOC will make any final determination of changes to the standard terms and conditions and/or contract.

1.7.2 Resulting Contract. This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. MDOC'S contract, attached as Appendix B, contains the contract terms and conditions which will form the basis of any contract between MDOC and the highest scoring offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by MDOC, will govern in the same order of precedence as listed in the contract.

1.7.3 Mandatory Requirements. To be eligible for consideration, an offeror *must* meet the intent of all mandatory requirements. MDOC will determine whether an offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be deemed nonresponsive.

1.7.4 Understanding of Specifications and Requirements. By submitting a response to this RFP, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.7.5 Prime Contractor/Subcontractors. The highest scoring offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. MDOC reserves the right to approve all subcontractors. The Contractor shall be responsible to MDOC for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and MDOC.

1.7.6 Offeror's Signature. The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The offeror's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude MDOC from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

1.7.7 Offer in Effect for 120 Days. A proposal may not be modified, withdrawn, or canceled by the offeror for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and offeror so agrees in submitting the proposal.

1.7.8 Mandatory and Discretionary Terms. Whenever the terms "shall", "will", "must", or "is required" are written in the RFP, the specification being referred to is a mandatory requirement of this RFP. Failure to comply with a mandatory requirement will result in rejection of the proposal

Whenever the terms "can", "may", or "should" are used in the RFP, the specification referred to is discretionary. Failure to comply with a discretionary term will not be cause for rejection of the proposal; however, it will probably result in a reduction in evaluation scoring.

1.8 SUBMITTING A PROPOSAL

1.8.1 Organization of Proposal. Offerors must organize their proposal into sections that follow the format of this RFP, with tabs separating each section. ***A point-by-point response to all numbered sections, subsections, and appendices is required.*** If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response, or utilize a blanket response for the entire section, with the following statement:

"(Offeror's Name)" understands and will comply.

An offeror making the statement "Refer to our literature..." or "Please see www.....com" may be deemed nonresponsive or receive point deductions. If making reference to materials located in another section of the RFP response, specific page numbers and sections must be noted. **The Evaluator/Evaluation Committee is not required to search through literature or another section of the proposal to find a response.**

1.8.2 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. MDOC may also choose to not evaluate, may deem nonresponsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.8.3 Multiple Proposals. Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

1.8.4 Copies Required and Deadline for Receipt of Proposals. Offerors must submit **one original proposal and five (5) copies** to the MDOC procurement officer. In addition, offeror must submit one electronic copy of the proposal, preferably in PDF format, on compact disk. Offeror's unable to provide an electric copy of the proposal in PDF format must provide it in Word or text format. **PROPOSALS MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE** to clearly indicate that they are in response to **RFP# 09-004-ACCD**. ***Proposals must be received at the receptionist's desk of the Department of Corrections prior to 2:00***

p.m., local time, September 11, 2008. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

1.8.5 Late Proposals. *Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.* It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

1.9 COST OF PREPARING A PROPOSAL

1.9.1 State Not Responsible for Preparation Costs. The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by MDOC are entirely the responsibility of the offeror. MDOC is not liable for any expense incurred by the offeror in the preparation and presentation of their proposal or any other costs incurred by the offeror prior to execution of a contract.

1.9.2 All Timely Submitted Materials Become State Property. All materials submitted in response to this RFP become the property of MDOC and are to be appended to any formal documentation, which would further define or expand any contractual relationship between MDOC and offeror resulting from this RFP process.

1.10 INSURANCE

General Requirements: Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance: Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability: Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of **\$1,500,000 per occurrence and \$3,000,000 aggregate per year** to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations; premises owned, leased, occupied, or used.

Specific Requirements for Automobile Liability: Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by Contractor.

Specific Requirements for Professional Liability: Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of **\$1,500,000 per occurrence and \$3,000,000 aggregate per year** to cover such claims as may be caused by any act, omission, negligence of Contractor or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificate of Insurance/Endorsements: Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

1.11 PREVAILING WAGES

PREVAILING WAGE REQUIREMENTS

Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, each contractor shall ensure that at least 50% of the contractor's workers performing labor on a construction project are bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Furthermore, section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

The nature of the work performed or services provided under this contract meets the statutory definition of a "public works contract" under section 18-2-401(11)(a), MCA, and falls under the category of nonconstruction services. The booklet containing Montana's 2007 Rates for Nonconstruction Services is available at the following address:
<http://erd.dli.state.mt.us/laborstandard/wagehrprevail.asp>

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of section 18-4-304, MCA (Montana Code Annotated) and ARM 2.5.602 (Administrative Rules of Montana). The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. Only the evaluation criteria outlined in this RFP will be used.

2.1 OFFEROR COMPETITION

MDOC encourages free and open competition among offerors. Whenever possible, MDOC will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy MDOC'S need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.2.1 Public Information. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of proposals has passed with the following three exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by MDOC; and (3) other constitutional protections. See section 18-4-304, MCA.

2.2.2 Procurement Officer Review of Proposals. Upon opening the proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the General Services Division's website at: <http://gsd.mt.gov/procurement/forms.asp> or by calling (406) 444-2575.

Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive. All proposals will initially be classified as either "responsive" or "nonresponsive," in accordance with ARM 2.5.602. Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans

and specifications described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

2.3.2 Determination of Responsibility. The procurement officer will determine whether an offeror has met the standards of responsibility in accordance with ARM 2.5.407. Such a determination may be made at any time during the procurement process if information surfaces that would result in a determination of nonresponsibility. If an offeror is found nonresponsive, the determination must be in writing, made a part of the procurement file, and mailed to the affected offeror.

2.3.3 Evaluation of Proposals. An evaluator/evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring offeror or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, MDOC may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to MDOC. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

2.3.4 Completeness of Proposals. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or best and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.3.5 Achieve Passing Score. Any proposal that fails to achieve **60% of the total available points or a total of 600 points**) will be eliminated from further consideration. A "fail" for any individual evaluation criteria may result in proposal disqualification at the discretion of the procurement officer.

2.3.6 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration. After receipt of all proposals and prior to the determination of the award, MDOC may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to Helena, Montana, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

2.3.7 Best and Final Offer. The Best and Final Offer is an option available to MDOC under the RFP process, which permits MDOC to request a best and final offer from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their best and final offer, which must include any and all discussed and/or negotiated changes. MDOC reserves the right to request a best and final offer for this RFP, if any, based on price/cost alone.

2.3.8 Evaluator/Evaluation Committee Recommendation for Contract Award. The evaluator/ evaluation committee will provide a written recommendation for contract award to the procurement officer that contains the scores, justification, and rationale for the decision. The procurement officer will review the recommendation to ensure its compliance with the RFP

process and criteria before concurring in the evaluator's/evaluation committee's recommendation of the responsive and responsible offeror that achieves the highest score and is, therefore, the most advantageous to MDOC.

2.3.9 Request for Documents Notice. Upon concurrence with the evaluator's/ evaluation committee's recommendation, the procurement officer will issue a "Request for Documents Notice" to the highest scoring offeror to obtain the required documents/information, such as insurance documents, contract performance security, an electronic copy of any requested material, i.e., RFP response, response to clarification questions, and/or best and final offer, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and **no work may begin until a contract signed by all parties is in place.** The procurement officer will notify all other offerors of MDOC'S selection.

2.3.10 Contract Execution. Upon receipt of all required materials requested in the "Request for Documents Notice," a formal contract utilizing the contract attached as Appendix B and incorporating the Standard Terms and Conditions attached as Appendix A, as well as the highest scoring offeror's response to the RFP, will be provided to the highest scoring offeror for signature. The highest scoring offeror will be expected to accept and agree to all material requirements contained in the contract and set out in Appendices A and B of this RFP. If the highest scoring offeror does not accept all material requirements, MDOC may move to the next highest scoring offeror, or cancel the RFP. Work under the contract may begin when the contract is fully executed, i.e., when the contract is signed by all parties.

2.4 STATE'S RIGHTS RESERVED

While MDOC has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by MDOC to award and execute a contract. Upon a determination such actions would be in its best interest, MDOC, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP (section 18-4-307, MCA);
- Reject any or all proposals received in response to this RFP (ARM 2.5.602);
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal (ARM 2.5.505);
- Not award if it is in the best interest of MDOC not to proceed with contract execution (ARM 2.5.602); or
- If awarded, terminate any contract if MDOC determines adequate state funds are not available (section 18-4-313, MCA).

SECTION 3: SCOPE OF PROJECT

3.0 INTENT

It is the intent of MDOC to contract for cost effective and efficient prerelease program services for 40 adult, male offenders under the supervision of MDOC. A quality facility appropriate to the needs of the program is an essential requirement of the services requested. It is the intention of MDOC that this Facility is operational and accepting offenders within 12 months of final contract signature.

3.1 AUTHORITY

Under the authority of 53-1-202 MCA, MDOC can place prison inmates in a Prerelease Center if the inmate is eligible for parole and meets MDOC and local screening requirements.

3.2 SENTENCING

Montana's sentencing statute allows District Judges to sentence offenders to MDOC (Ref. 46-18-201 MCA). This sentencing option is aimed at effectively placing offenders in the correctional system by allowing MDOC to assess the risk and needs of offenders in accordance with objective criteria and to place them in no more restrictive environments than security and their needs require. Offenders can therefore be placed directly into a Prerelease Center.

3.3 NEEDS

- 3.3.1 One focus of this Request for Proposals is meeting the needs of male offenders who enter the corrections' system. Services such as chemical dependency counseling and monitoring, mental health treatment, medical support services, educational programming, and other innovative programming are requested in this RFP.

Expansion of community based programs is essential to the overall management plan, to ensure that a balance of options is available for offender management.

- 3.3.2 The offeror shall 1) be fully cognizant of the interactions and relationships with other components of the Criminal Justice System; 2) have an awareness of the political context and siting issues relative to the community in which the center is located; and 3) be familiar with the various needs of the offenders, including training in vocations, sexual victimization and abuse counseling, substance abuse counseling, and dependency issues.

3.4 SITING

The siting and operation of a 40-bed Prerelease Center in or near the community of Kalispell for adult male offenders was endorsed on June 3rd, 2008, by members of a Kalispell Prerelease Working Committee. The committee recommended MDOC issue a Request for Proposals and that the Facility site comply with local zoning requirements. Zoned residential areas R1 thru R5 and RA1 thru RA3 are excluded from consideration. All sites must be a minimum of 1,500 feet from any school containing students in Kindergarten through 12th grade (map attached with yellow areas being excluded and white and green areas open for consideration). All sites must be within a 15-minute response time from a hospital, law enforcement, and fire response services from a full-time or volunteer fire department. The Committee's recommendation was supported by an independent, scientific and statistically valid survey conducted in the greater Kalispell area pursuant to ARM 20-7-508. Another survey will be conducted, at

MDOC'S expense, to validate the specific site offered by the successful offeror. Upon acceptance of the most advantageous offer, a contract will be awarded pending the approval of the selected site by the Kalispell Prerelease Working Committee.

3.4.1 Public Involvement Plan

Vital to the award of this project is the Contractor's Public Involvement Plan, which is intended to keep the public and business owners within the specific geographic area involved in the siting process and fully informed of the Contractor's plan of action, including sites the offeror is intending to utilize. The Public Involvement Plan must be developed and articulated in the offeror's response.

Once a Contract is awarded, the successful Offeror will organize and conduct the siting procedures to include the required public hearing specific for the site location. The successful Contractor may also be required to meet with members of the Kalispell Prerelease Center Working Committee and MDOC to gain additional information relative to site selection within the specific geographic area (Ref. ARM 20.7.503 - attached). After the public hearing is complete on the designated site, a scientifically based, statistically valid survey will be conducted by a non-bias agency. The Kalispell Prerelease Working Committee will review the results and has sole authority in determining if there is public support. If support is confirmed, then the Contract may be negotiated and construction and or renovation work may begin.

3.5 DUTIES/RESPONSIBILITIES OF THE CONTRACTOR

The Contractor will provide prerelease services, both residential and non-residential, to offenders under the supervision and authority of MDOC. These services are to assist offenders in making the transition from incarceration to society in a successful, crime-free manner.

3.5.1 Offender Acceptance.

No offender will be transferred to the Contractor until the Contractor's authorized representative has had an opportunity to examine pertinent file material and agreed to accept the offender on a specific date.

The Contractor will designate a specific employee to have screening coordinator duties. Duties shall include organizing screening and information to be screened, as well as being accessible and responsive to the agencies in the field that are requesting offenders to be screened at this facility. This position will also be responsible for ensuring a timely turnaround on screening from the date received, to the date that an acceptance or denial is sent back to the screening referral source.

The file material shall include, when available:

- 1) Judgment and Commitment papers;
- 2) Initial Parole Board Report and Disposition;
- 3) Probation/Parole violation Reports;
- 4) Current medical release from MSP Infirmary;
- 5) FBI rap sheet;

- 6) Pre-sentence Investigation Report;
- 7) Psychological evaluation;
- 8) Basic information sheet;
- 9) Actions taken by Sentence Review Board;
- 10) Initial classification summary and report;
- 11) Summary of unit performance from Montana State Prison or the Treasure State Correctional Training Center;
- 12) Medical and treatment records will be made available upon request.

3.5.2 File Security

The Contractor agrees that file materials shall:

- 1) Be kept in a secure area which has 24-hour staff coverage;
- 2) Include documentation of offender eligibility;
- 3) Not be copied. However, in the event that a community agency providing treatment to an offender requires access to that offender's files, the copying and distribution of those files will be permitted given appropriate release forms and signatures;
- 4) Not be shown to offenders;
- 5) Be purged of all materials excepting medical, treatment and legal materials upon the date of the offender's release and retained by the offeror for a period of five years from the date of release.
- 6) Be confidential via written policy;
- 7) Contain a final written case summary of the offender's performance in the prerelease program; and
- 8) Be made available to MDOC.

3.5.3 Transportation

MDOC will arrange transportation of each offender to the designated prerelease facility. The Prerelease Contract Manager may approve payment for such transportation, on an individualized basis, by advance request.

3.5.4 Returned Custody

MDOC agrees to assume custody, at reasonable times, of any offender whom the Contractor believes to be unsuitable for treatment in its facility and to whom due process has been provided. The offender's return to a MDOC institution will be arranged by MDOC. Under no circumstances will any offender accepted by the Contractor be requested or forced to leave the

offeror's facility until MDOC has been notified and arrangements made to take the offender into custody. Reasons for removal of the offender from the Contractor's program must subsequently be given in writing.

3.5.4.1 If an offender violates his supervised release agreement, furlough agreement, or residency agreement, the Contractor will surrender custody of the offender on the request of MDOC to a designated officer of MDOC or designated law enforcement official.

3.5.4.2 A written report of violation must be mailed to the Disciplinary Hearing Officer within 24 hours of the offender's return to the Montana State Prison.

3.5.5 Facility Environment

The Facility shall constitute a pleasant, safe, and healthful environment. Privacy shall be provided for personal hygiene. Offenders, as specified in the Contractor's housing policy, should be allowed to keep and display a reasonable number of personal belongings and to add a limited number of personal items to the decoration of their living area. However, the Contractor may establish written rules to govern appropriateness of such decorative display. All areas and surfaces should be free of undesirable odors. There shall be ample closet and drawer space for storage of a reasonable amount of personal property, including lockable storage space.

The environment shall contribute to the development of therapeutic relationships by providing:

- 1) A full range of social activities for all offenders, from two-person conversations to group activities.
- 2) Furnished areas where offenders can be alone.
- 3) Furnished areas to ensure privacy for conversations with other offenders, family, friends, or therapist.

3.5.5.1 Sleeping Quarters

Sleeping arrangements may consist of individual rooms or multiple-occupancy but must provide a minimum of sixty square feet per offender. Such sleeping space must be well-ventilated.

Offenders shall be encouraged to take responsibility for maintaining their living quarters. Such responsibilities shall be clearly defined in writing and provided at orientation. There shall be documentation that these responsibilities do not constitute full-time, reimbursable work, but an integral part of the therapeutic treatment.

3.5.6 Furnishings

Furniture, furnishings, and equipment shall be available to accommodate all offenders. Furniture and furnishings shall be comfortable and maintained in clean condition and in good repair. All equipment and appliances shall be maintained in good operating order.

3.5.7 Noise

The use and location of noise-producing equipment and appliances, such as televisions, radios, and stereo systems shall not interfere with the therapeutic activities of the program or offender

privacy.

3.5.8 Health and Safety

The environment shall be maintained and equipped to ensure the health and safety of the offender. Physical health and safety features of the environment shall conform to requirements of local, state, or federal authorities having jurisdiction. The Contractor shall provide offenders with reasonable protection against the danger of fire and smoke, injury attributable to the environment, electrical hazards, and the spread of disease and infection. Records of inspections by local, state, and federal authorities having jurisdiction shall be maintained by the offeror. Records of corrections of violations shall be maintained. Plans shall be maintained identifying the steps and timetable for correction of non-conforming conditions.

3.5.9 Work Stoppages

There shall be written plans providing for the continued operation of the program in the event of an employee work stoppage.

3.5.10 Disasters

There shall be written plans that identify the procedures for meeting disasters. The plans and procedures shall include assignments of tasks and responsibilities, instructions for the use of alarm systems, notification of authorities, use of special emergency equipment, and specifications of escape routes and procedures. The emergency plans and procedures shall be posted at highly visible locations and explained to each new offender at orientation. Drills shall be held at least quarterly to evaluate the effectiveness of disaster plans and procedures.

3.5.11 Offender Sign In/Out

The Contractor shall establish sign out and sign in procedures which detail where the offender is going, the reason for the trip, where the offender may be reached, the expected time of return, and the actual time of return.

3.5.12 Offender Travel

Unless special permission is obtained from MDOC, or has been granted by an offender's furlough agreement or supervised release agreement, offender travel is restricted to the county in which the facility is located and/or as specified by DOC Prerelease Policy 5.8.2, Prerelease Center Offender Travel. Special permission may be granted by the Prerelease Contract Manager. Offenders may not be absent overnight from the facility without a written pass from the Facility director. The pass shall detail the purpose of the overnight absence, the location and telephone number at which the offender will stay, and the time of return to the facility. Overnight passes of two or more consecutive nights are generally unacceptable. In unusual cases, permission may be granted by the Prerelease Contract Manager or the Probation & Parole Bureau Chief. Permission will not be necessary if an offender's furlough agreement or supervised release agreement calls for such release.

3.5.13 Offender Absence/Escape

When an offender is unaccounted for and determined to be AWOL, the DOC Policy 3.2.2, Facility/Program Escapes shall be followed. MDOC has the authority to issue a felony escape warrant upon notification. If there are extenuating circumstances, the reporting staff person will indicate them to MDOC'S representative. If the circumstance indicates that there is a possibility

of the offender returning on his own, MDOC may use its discretionary power and choose not to issue the escape warrant at that time.

3.5.13.1 Escape Notification

It will be the responsibility of the Contractor's on-duty staff member to notify the prison shift commander that the individual is to be listed as an escapee. The Contractor will provide the shift commander with following information:

- a) Name and offender number;
- b) How, when, and where the escape was discovered;
- c) Circumstance surrounding the escape (i.e., did not show up for work or school);
- d) Probable companions;
- e) Suspected destination and mode of transportation;
- f) Personal and clothing description; and
- g) Who has been notified.

Note: Montana State Prison is responsible for listing the escapee on N.C.I.C., issuing the felony warrant, complaint, and the All Points Bulletin.

3.5.13.2 Escape Report

The Contractor's on-duty staff member shall immediately send a written report of the escape to the Montana State Prison. The Contractor will cooperate fully with instructions from MDOC and assist in returning the offender to appropriate custody.

3.5.14 Suspicious Behavior

The Contractor shall report any unlawful behavior of the offenders to MDOC and local law enforcement officials. Suspicious behavior should be reported to MDOC.

3.5.15 Vehicle Operation

Generally, offenders are not permitted to operate motor vehicles. Offenders who have specific need to operate a motor vehicle, as a function of their job, shall do so only with the permission of MDOC, unless specifically permitted in the offender's furlough agreement, supervised release agreement, or program contract. Offenders who drive motor vehicles without specific permission shall be reported to MDOC. The Prerelease Contract Manager or Probation and Parole Bureau Chief shall monitor these procedures and approve, in writing, any exceptions.

3.5.16 Screening Reports

The Contractor shall submit quarterly offender analysis screening reports to the Prerelease Contract Manager.

3.5.17 Work Positions

- 3.5.17.1 Montana State Prison offenders, screened by the State Screening Committee for referral for placement at a Prerelease Center, may be placed in a Prerelease Center offender work position by the Contractor, when the Local Screening Committee believes the offender may require closer supervision than an offender participating in the regular Prerelease program. The offender may remain in the work position until accepted into

the established program, or may need the services of a Prerelease Center for longer than the traditional placement.

- 3.5.17.2** Offenders placed in an offender work position shall be provided room and board by the Contractor and will be exempt from the service charges that apply to regular program participants. Offender workers will be reimbursed at a minimum of \$6.00 and a maximum of \$10.00 per day for their work.
- 3.5.17.3** Details relative to their work position, compensation, length of assignment in the position, counseling services to be received, and privileges will be discussed and agreed upon in writing by the Contractor and offender. These details will require review and approval by the Prerelease Contract Manager, before the offender is transferred to the center. All job assignments will be operated in accordance with Federal, State, and local health and safety standards. A medical clearance check will be made prior to any work assignment. Offender workers restricted from heavy lifting will be restricted from jobs that may require that form of work. Offender workers with communicable diseases will not be assigned to work in food service.
- 3.5.17.4** During the offender's placement in an offender work position, the Contractor shall charge MDOC the daily per diem rate assessed regular program participants.
- 3.5.17.5** Offender workers shall be required to follow all center rules, regulations, and provisions of their offender work position agreement.
- 3.5.17.6** The Contractor may recommend MDOC Direct Commitment offenders for offender work positions. The Contractor will submit a written request with complete justification to the Adult Community Corrections Division Administrator for review and approval/disapproval. If approved, the Contractor shall contact the appropriate Probation and Parole Administrator to arrange for transfer of the offender to the Prerelease Center. Upon arrival at the Center, the Contractor shall notify the Prison Records Department.

3.5.18 Room and Board

The Contractor will provide eligible offenders with:

- 1) Room - A living facility which complies with Section 3.5.5 of this RFP.
- 2) Board - Not less than the minimum adult level of caloric intake and nutritional levels as recommended by the U.S. Department of Agriculture.

3.5.19 Supervision

The Contractor shall monitor offenders 24-hours per day and shall have at least one staff member of the Facility on the premises at all times so that supervised activity may be maintained in compliance with the requirements of this Section [3].

3.5.20 Counseling

3.5.20.1 General Counseling

The Contractor shall provide guidance through therapeutic interaction between the counselor and one or more offenders. Individual or group counseling, sexual victimization directed toward a need or problem, such as, health, education, family relationships, financial management, substance abuse, or interpersonal relationships. Counseling shall be provided to the maximum extent needed by offenders as determined by the Contractor, and within the financial capability of the Contractor.

3.5.20.2 Job Counseling

The Contractor shall provide guidance, instruction, and information to offenders relating to obtaining and maintaining gainful employment commensurate with the offender's needs and abilities, including identification of job openings, arrangements for interviews, transportation, and personal introductions to employers. The Contractor shall also assist the offender in proper utilization of his financial resources.

3.5.21 Health Care

Offenders shall receive such medical, psychiatric, and dental treatment as necessary to safeguard their health and prevent pain and suffering. The cost of all such health care shall be the responsibility primarily of the offenders to the extent of their ability to pay and secondarily of MDOC. Unless an emergency is involved, the Contractor shall request advance authority from MDOC before incurring medical, psychiatric, or dental expenses for which MDOC is responsible under the terms of this contract. All such requests may be presented to the Medical Review Panel for approval/denial. The request shall be justified in writing by a professional who is qualified to make such recommendations. In an emergency, the Contractor may proceed with the necessary treatment without prior authority, but shall notify MDOC immediately and furnish full information regarding the nature of the illness, the type of treatment to be provided and the estimated costs thereof.

- 3.5.21.1** All expenses relative to treatment of an offender's last illness, death, preparation and shipment of the body, and burial shall be the responsibility of MDOC. If possible, MDOC shall be notified in advance of the incurring of any such expense and its instructions shall be followed.

3.5.22 Food Services

- 3.5.22.1** The Contractor shall maintain a written plan for the delivery of dietetic services that includes the name of the person in charge of the food operation and the duties that may be delegated to others.
- 3.5.22.2** Food shall be served in an appetizing and attractive manner, with realistically planned meal times and in a relaxed atmosphere.

3.5.23 Staffing

To promote public safety and offender accountability, staffing must be adequate to meet safety and program needs and shall be established in agreement with MDOC.

3.5.24 Length of Stay

Offenders are expected to move from residential to non-residential placement within 180 days. All cases in which an offender is not placed in non-residential programming after 180 days in residency must be justified in writing to the Prerelease Contract Manager.

3.5.25 Grievances

The Contractor shall maintain a system through which offenders may present grievances concerning the operation of the program. This procedure doesn't apply to applicants who haven't been accepted and haven't signed a residency contract.

3.6 PROGRAMMING

The Contractor shall immediately commence an individualized program for each new offender designed to set the limits of the offender's behavior, responsibilities, rights, and privileges. Program contracts are subject to review and approval by MDOC. The release program shall be developed in conjunction with MDOC. Offenders' individualized programs are subject to review by MDOC. Quarterly progress reports on each offender will be provided to MDOC. MDOC reserves the right to request more frequent progress reports on problematic or special needs offenders. Copies of revocation allegations and proceedings will be mailed immediately to the Prerelease Contract Manager as well as to the Prison Hearings Officer.

The Contractor will be expected to provide professional prerelease program services for the Prerelease Center offender population. This population will often have deficits in a variety of life skills areas such as education, employment, and parenting. Multiple difficulties with substance abuse and mental or emotional problems are common. Due to the needs of these offenders, a diverse approach to programming is needed.

3.6.1 The program component shall include:

- Behavioral ratings
- Chemical Dependency evaluations and counseling capabilities
- Social awareness training
- Access to community services (sex offender treatment, mental health and, medical for example)
- Recreation programs
- Education/vocational programs
- Employment programs
- Counseling services
- Life skills training
- Socialization and appropriate use of leisure time

3.6.2 Services must be provided of sufficient quality, duration, and continuity so as to provide necessary consistency, aftercare and support, and interpersonal problem-solving skills.

3.6.3 Offender and culture-specific services focused on the special needs of offenders. Such services must be focused upon the experiences of offenders and with an understanding of the cultural trends and pressures to which they have been exposed.

3.6.4 Teaching parenting skills and support of the family unit.

- 3.6.5 Most often, offenders will not have completed high school and will need scholastic and job skill training which will promote successful transition to community life. Self-esteem, self-confidence, and problem solving abilities must be encouraged as a part of adult basic education, vocational-technical programming, college programs, and technical education programming. It is anticipated such training will lead to a real work history and permit offenders to make a living for themselves and their families upon integration into the community.
- 3.6.6 Each offender shall be assigned a counselor/social worker responsible for case management and counseling.
- 3.6.7 The program shall facilitate offender interaction with family and participation in community activities.
- 3.6.8 The Contractor must provide a program to develop effective and responsible employment services in the community to develop work values and personal responsibilities and provide support while the offender is employed.

3.7 COMPLIANCE

- 3.7.1 The Contractor shall comply with the Mandatory Standards established by the American Correctional Association's Standards for Adult Community Residential Services - Third edition. (This publication is available by contacting ACA at 1-800-825-2665). The Contractor should also be cognizant of all other Standards listed in this publication.
 - 3.7.1.1 The Contractor shall utilize internal auditing and inspection criteria to assure compliance with these Mandatory Standards throughout the term of the contract.
- 3.7.2 The successful offeror must pay for all applicable taxes, royalties, and license fees and keep informed of, and comply with, all applicable laws, ordinances, rules, regulations, and orders of the City, County, State, Federal or public bodies having jurisdiction affecting any work to be done to provide the services required. The offeror shall provide all necessary safeguards for safety and protection, as set forth by the United States Department of Labor, Occupational Safety and Health Administration.
- 3.7.3 The Contractor must comply with all MDOC policies applicable to Prerelease Centers (See Appendix E).
- 3.7.4 The Contractor shall comply with all security conditions required by MDOC.
- 3.7.5 The Contractor shall be committed to purchasing and utilizing computer equipment and software for communication with various components of MDOC. Attention to compatibility with existing MDOC computer systems, hardware, and software is essential and must be discussed in depth with MDOC'S Information and Business Technology Bureau prior to purchase.

3.8 ACCOUNTABILITY

The Contractor shall provide property inventory and control standards and strict accountability of resident funds and other financial resources.

SECTION 4: OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

4.0 STATE'S RIGHT TO INVESTIGATE AND REJECT

MDOC may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified. MDOC reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy MDOC that the offeror is properly qualified to carry out the obligations of the contract. *This includes MDOC'S ability to reject the proposal based on negative references.*

4.1 OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

In order for MDOC to determine the capabilities of an offeror to provide the supplies and/or perform the services specified in Section 3 above, the offeror must respond to the following requests for information regarding its ability to meet MDOC'S requirements. **THE RESPONSE, "(OFFEROR'S NAME) UNDERSTANDS AND WILL COMPLY," IS NOT APPROPRIATE FOR THIS SECTION.**

NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.

4.1.1 Client Reference Form. Offerors are required to submit a complete and separate **Appendix F, Client Reference Form**, for a minimum of three (3) references that are using supplies and/or services of the type proposed in this RFP, with their proposal. A responsible party of the organization for which the services were provided to the client (the offeror's customer) must provide the reference information and must sign and date the form. It is the offeror's responsibility to ensure that the completed forms are submitted with the proposal by the submission date, for inclusion in the evaluation process. Any client reference forms that are not received or are not completed, may adversely affect the offeror's score in the evaluation process. MDOC may contact the Client Reference for validation of the information given within the Client Reference Form and within the proposal. If MDOC finds erroneous information, evaluation points may be deducted or the proposal may be rejected. If all questions are not answered on the Client Reference Form, if information is missing, if a form is not submitted for each reference, or if the form is not signed, evaluation points may be deducted or the proposal may be rejected. By submitting reference contact information, the offeror releases the client reference from any ramifications resulting in the information provided.

4.1.2 Resumes/Company Profile and Experience. Offerors shall specify how long the individual/company submitting the proposal has been in the business of providing supplies and/or services similar to those requested in this RFP and under what company name. Offeror should provide a complete description of any relevant past projects, including the supply/service type and dates the supplies and/or services were provided. A resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract.

4.1.3 Offeror Financial Stability. Offerors shall demonstrate their financial stability to supply, install and support the services specified by: (1) providing financial statements, preferably audited, for the **three (3)** consecutive years immediately preceding the issuance of this RFP, and (2) providing copies of any quarterly financial statements that have been prepared since the end of the period reported by its most recent annual report.

SECTION 5: COST PROPOSAL

5.0 COST PROPOSAL

Offeror's must submit their cost proposal as indicated below. MDOC will evaluate the proposed rates to determine the annual cost to MDOC. The lowest overall cost receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest cost, as detailed in section 6.1 – Evaluation Criteria. Offers shall include sufficient, detailed justification to support the offered Per Diem rate.

- A. Proposed Per Diem rate to operate a Prerelease Facility for not less than 40 Male offenders.** Offeror's must provide a rate per offender/per day (Per Diem) to provide the program services identified in this RFP.

Daily Per Diem Rate

\$ _____

SECTION 6: EVALUATION PROCESS

6.0 BASIS OF EVALUATION

The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on a **total number of 1000 points**. **Specific point values for each section will be included with MDOC'S response to questions.**

Offers will be evaluated based on the following Scoring Guide. Any offer receiving a "fail" *may* be eliminated from further consideration.

Any response that fails to achieve a passing score per the requirements of Section 2.3.5 will be eliminated from further consideration. A "fail" for any individual evaluation criterion may result in proposal disqualification at the discretion of the procurement officer.

SCORING GUIDE

In awarding points to the evaluation criteria, the evaluator/evaluation committee will consider the following guidelines:

Superior Response (95-100%): A superior response is a highly comprehensive, excellent reply that meets all of the requirements of the RFP. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to the agency.

Good Response (85-94%): A good response meets all the requirements of the RFP and demonstrates in a clear and concise manner a thorough knowledge and understanding of the project, with no deficiencies noted.

Fair Response (60-84%): A fair response minimally meets most requirements set forth in the RFP. The offeror demonstrates some ability to comply with guidelines and requirements of the project, but knowledge of the subject matter is limited.

Failed Response (59% or less): A failed response does not meet the requirements set forth in the RFP. The offeror has not demonstrated sufficient knowledge of the subject matter.

6.1 EVALUATION CRITERIA

Scope of Project		60% of points for a possible 600 points	
Category	Section of RFP	Point Value	
A. Intent	3.0	20	
B. Siting	3.4	Pass/Fail	
Public Involvement Plan	3.4.1	60	
C. Offender Acceptance	3.5.1	40	
Transportation	3.5.3	Pass/Fail	
Facility Environment	3.5.5	150	
Furnishings	3.5.6	Pass/Fail	
Health and Safety	3.5.8	20	
Work Stoppages	3.5.9	20	
Disasters	3.5.10	Pass/Fail	
Offender Sign In/Out	3.5.11	Pass/Fail	
Work Positions	3.5.17	Pass/Fail	
Room and Board	3.5.18	Pass/Fail	
Supervision	3.5.19	Pass/Fail	
Counseling	3.5.20	20	
Health Care	3.5.21	Pass/Fail	
Food Services	3.5.22	20	
D. Programming	3.6	250	
E. Compliance	3.7	Pass/Fail	
F. Accountability	3.8	Pass/Fail	
Offeror Qualifications		20% of points for a possible 200 points	
Category	Section of RFP	Point Value	
G. References	4.1.1	50	
H. Years of Experience	4.1.2	25	
Past Projects	4.1.2	25	
Staff Qualifications	4.1.2	50	
I. Offeror Financial Stability	4.1.3	50	
Cost Proposal		20% of points for a possible 200 points	
Category	Section of RFP	Point Value	
J. Cost Proposal	5.0	200	

Lowest overall cost receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. Example: Total possible points for cost are 30. Offeror A's cost is \$20,000. Offeror B's cost is \$30,000. Offeror A would receive 30 points, Offeror B would receive 20 points ($\$20,000/\$30,000 = 67\% \times 30 \text{ points} = 20$).

Lowest Responsive Offer Total Cost x Number of available points = Award Points
This Offeror's Total Cost

APPENDIX A: STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:

The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or

agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations **ONLY** if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are **ONLY** accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number **MUST** appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Section 18-4-313(4), MCA.)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless

otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

APPENDIX B: CONTRACT

1. PARTIES

The Montana Department of Corrections (DEPARTMENT) and _____ (CONTRACTOR) enter into this Contract (#). The parties names, addresses, and telephone numbers are as follows:

Montana Department of Corrections
Adult Community Corrections Division
1539 11th Avenue
PO Box 201301
Helena, MT 59620-1301
(406) 444-3930

(Contractor Name)
(Address)

(City, State, Zip)
(phone)

DEPARTMENT AND CONTRACTOR, AS PARTIES TO THIS CONTRACT AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:

2. DUTIES/RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR agrees to provide the following services:

3. COMPENSATION/BILLING

DEPARTMENT shall compensate CONTRACTOR for successful delivery of services (or goods), provided pursuant to Section 2, in the following manner:

- A. DEPARTMENT shall pay CONTRACTOR \$_____ per (unit of measure), not to exceed _____ and ___/100 Dollars (\$_____) per (Fiscal Year, annually, contract period, etc.) for the services described herein.
- B. DEPARTMENT agrees to pay CONTRACTOR within 30 days following receipt of a correct invoice.
- C. DEPARTMENT may withhold payments to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this Contract.
- D. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.

4. AGENCY ASSISTANCE

To the extent possible, CONTRACTOR shall use its own facilities and equipment in providing the services set forth in Section 2. However, the parties recognize that services provided to DEPARTMENT may occur within the confines of a secure correctional facility necessitating the use of DEPARTMENT facilities and equipment including, but not limited to, access to inmate records, work space within a correctional facility, and telephone service (e.g., Montana State Prison and Montana Women's Prison do not allow wireless phones within facility).

5. TIME OF PERFORMANCE

This agreement shall take effect upon final contract signature and shall terminate on June 30, 2028. On or about March 1, 2009 and every two years thereafter during the term of this Agreement, the parties will meet to review the number of beds to be provided and the compensation rates described in Section 3 of this Agreement, as well as all other rates for services listed in this contract and, upon presentation of reasonable documentation, agree to amend the Agreement as necessary.

6. LIAISONS AND NOTICE

- A. (Name/address) _____ or successor serves as DEPARTMENT'S liaison.
- B. (Name/address) _____ or successor serves as CONTRACTOR'S liaison.
- C. All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison in (A) and (B) above, mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

7. OWNERSHIP AND PUBLICATION OF MATERIALS

All materials CONTRACTOR develops or utilizes (i.e., reports, spreadsheets, etc.) in performing the services set forth in Section 2 above shall be the sole property of DEPARTMENT.

8. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Neither CONTRACTOR nor its employees are employees of the State. In accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA, Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana. CONTRACTOR shall provide proof of compliance in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and maintain such insurance, exemption, or corporate officer status for the duration of the contract. CONTRACTOR shall submit a copy of all renewals of expired insurance and exemptions to: Department of Corrections, Contracts and Facilities Management Bureau, Attn: Contracts Manager, PO Box 201301, Helena, MT 59620-1301.

9. HOLD HARMLESS AND INDEMNIFICATION

CONTRACTOR agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of CONTRACTOR'S employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of CONTRACTOR and/or its agents, employees, representatives, assigns, or subcontractors - except the sole negligence of the State under this agreement.

9. **INSURANCE**

1. **General Requirements:** CONTRACTOR shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by CONTRACTOR, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance: CONTRACTOR'S insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by DEPARTMENT. At the request of DEPARTMENT either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificate of Insurance/Endorsements: A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages must be received by the Contracts Manager, PO Box 201301, Helena, MT 59620-1301 prior to start of work under this Contract. CONTRACTOR must immediately notify DEPARTMENT of any material change in insurance coverage, such as changes in limits, coverages, policy status, etc. DEPARTMENT reserves the right to require complete copies of insurance policies at all times.

2. **Specific Requirements for Commercial General Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations; premises owned, leased, occupied, or used.

3. **Specific Requirements for Automobile Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$500,000 per occurrence and \$1,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered as additional insureds for automobiles leased, hired, or borrowed by

CONTRACTOR.

4. **Specific Requirements for Professional Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, CONTRACTOR may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

10. **ACCESS TO FACILITY AND BUSINESS RECORDS**

- A. Except in the case of suspected malfeasance, upon reasonable notification to CONTRACTOR, and subject to rights of privacy and confidentiality, CONTRACTOR agrees to provide DEPARTMENT or their agents and assigns with access to any records necessary to determine compliance with this agreement. Per 53-1-203, MCA, CONTRACTOR shall grant access to the Legislative Audit Division or a person contracting with the Legislative Audit Division for compliance auditing. CONTRACTOR shall provide access to all areas of the facility and to all records maintained onsite or offsite that pertain to all aspects of the facility, including but not limited to operation, financial, and inmate records. CONTRACTOR agrees to create and retain all records supporting the services rendered and/or supplies delivered for a period of five years after either the records are created or the conclusion of any claim, litigation, or exception relating to this Agreement taken by the State of Montana or a third party. CONTRACTOR shall maintain offender records as provided in Part 2, Paragraph B, Sections 3 & 4 of this Agreement.
- B. CONTRACTOR agrees to maintain program and financial records required by this Agreement. In case of financial review, DEPARTMENT will make every effort to provide CONTRACTOR with two weeks advance notice. CONTRACTOR agrees that an independent financial audit, at its expense, shall be conducted annually and at the termination of this Agreement. CONTRACTOR shall submit all audits no later than December 1st of each calendar year.
- C. Except in the case of suspected malfeasance, upon reasonable notification to CONTRACTOR, CONTRACTOR agrees to allow DEPARTMENT personnel or other duly authorized persons access to the Facility at reasonable times to inspect the facility and offender records, to interview offenders and staff, and to observe procedures, including, but not limited to screenings, group meetings, intake, release, and security procedures, and all day to day operations of the Facility.
- D. CONTRACTOR agrees to maintain program data as mutually agreed upon with DEPARTMENT at the beginning of the fiscal year. CONTRACTOR will produce program narrative and descriptive data in a form agreed upon between CONTRACTOR and DEPARTMENT. CONTRACTOR shall be given reasonable time to produce

program narrative and descriptive data in a form agreed upon between CONTRACTOR and DEPARTMENT. All records pertaining to treatment of offenders will be available to DEPARTMENT or its authorized agents, but shall remain in the property of CONTRACTOR. CONTRACTOR may copyright material it deems appropriate.

11. QUALITY ASSURANCE

CONTRACTOR shall cooperate with and provide information to DEPARTMENT or DEPARTMENT'S authorized agents to assess program effectiveness and quality assurance.

12. PUBLIC INFORMATION

CONTRACTOR recognizes that this Agreement is subject to public inspection pursuant to Article 2, § 9 of the Montana Constitution.

13. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

CONTRACTOR shall not assign, sell, transfer, subcontract or sublet rights, or delegate duties under this Agreement, in whole or in part, without the prior written approval of DEPARTMENT. No such written approval shall relieve CONTRACTOR of any obligation of this Agreement and any transferee or subcontractor shall be considered the agent of CONTRACTOR. CONTRACTOR shall remain liable as between the original parties to the Agreement as if no such assignment had occurred.

CONTRACTOR shall submit all subcontracts directly affecting offender security procedures or treatment needs to the Contract Programs Manager for review and approval at least 30 days prior to beginning performance of the contract. DEPARTMENT shall submit its approval or revision recommendations in writing to CONTRACTOR.

14. AMENDMENTS

All amendments to this Agreement shall be in writing and signed by the parties.

15. COMPLIANCE WITH LAWS

CONTRACTOR must, in performance of work under the Agreement, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Prison Rape Elimination Act of 2003, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by CONTRACTOR subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, CONTRACTOR agrees that the hiring of persons to perform the Agreement will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by persons performing the Agreement.

CONTRACTOR will ensure that a criminal background investigation, including a CJIN and NCIC check, is conducted on each Facility employee or volunteer, prior to allowing access to offender records or personal authority over an offender. CONTRACTOR shall not employ a

person with a felony record without DEPARTMENT approval.

16. TERMINATION AND DEFAULT

1. DEPARTMENT, at its sole discretion, may terminate or reduce the scope of this Agreement if available funding is reduced for any reason.
2. CONTRACTOR shall notify DEPARTMENT and the MFFA, whenever CONTRACTOR believes it is, or will be, unable to provide the required quality or quantity of services. Upon such notification, the parties (including a representative of MFFA) shall meet to determine whether such inability requires modification of this Agreement.
3. DEPARTMENT may terminate this contract for the following reasons:
 - a. Contractor Insolvency
 - b. Destruction/Condemnation
4. DEPARTMENT may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time CONTRACTOR fails to perform as required in this Agreement, subject to the notice and right to cure provisions set out in Section 3(19) above.
5. DEPARTMENT agrees to notify the MFFA and Trustee within 15 days of the DEPARTMENT'S decision, if, for any reason, DEPARTMENT decides not to seek funding for the prerelease program through the executive budget process.

17. CHOICE OF LAW AND VENUE

The laws of Montana govern this Agreement. The parties agree that any mediation, arbitration or litigation concerning this Agreement must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees (Ref. 18-1-401, MCA).

18. LICENSURE

CONTRACTOR agrees to maintain and provide as requested, documentation to confirm registration, licensure, or certification of any person performing services under this Agreement that requires such registration, licensure, or certification.

19. INTEGRATION

This Agreement contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Agreement, shall be binding or valid. This Agreement shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the Agreement.

20. SEVERABILITY

A declaration by any court, or any other binding legal source, that any provision of this Agreement is illegal and void shall not affect the legality and enforceability of any other provision of this Agreement, unless the provisions are mutually dependent.

21. COMPLETED CONTRACT

CONTRACTOR cannot disburse any payments under this Agreement until a fully executed original Agreement is returned to the Department of Corrections, Fiscal Bureau, P.O. Box 201301, 1539 11th Avenue, Helena, MT 59620-1301. A second Original shall be maintained at CONTRACTOR'S corporate office at 3109 First Avenue North, Billings, Montana 59101.

22. NOTICE OF POLICY CHANGES

DEPARTMENT shall notify CONTRACTOR whenever DEPARTMENT has proposed or considered administrative rule or policy changes which could affect CONTRACTOR'S financial operation or the intent of this contract. Should this occur, DEPARTMENT agrees to negotiate these changes or this contract, prior to implementation of these administrative rules or policies. CONTRACTOR must comply with all other rule or policy changes and DEPARTMENT shall transmit written copies of any such changes within ten (10) working days of their adoption.

23. MISCELLANEOUS MATTERS

The parties agree that electronic transmissions, such as e-mails, may be used and considered as written transmissions under the terms of this agreement. The parties agree that where there are references to statutes, policies or administrative rules, those references shall automatically be amended to refer to renumbered statutes, policies, or administrative rules as appropriate.

DEPARTMENT

CONTRACTOR

Administrator
Adult Community Corrections Division

(CONTRACTOR)

Date

Date

Approved for Legal Content by:

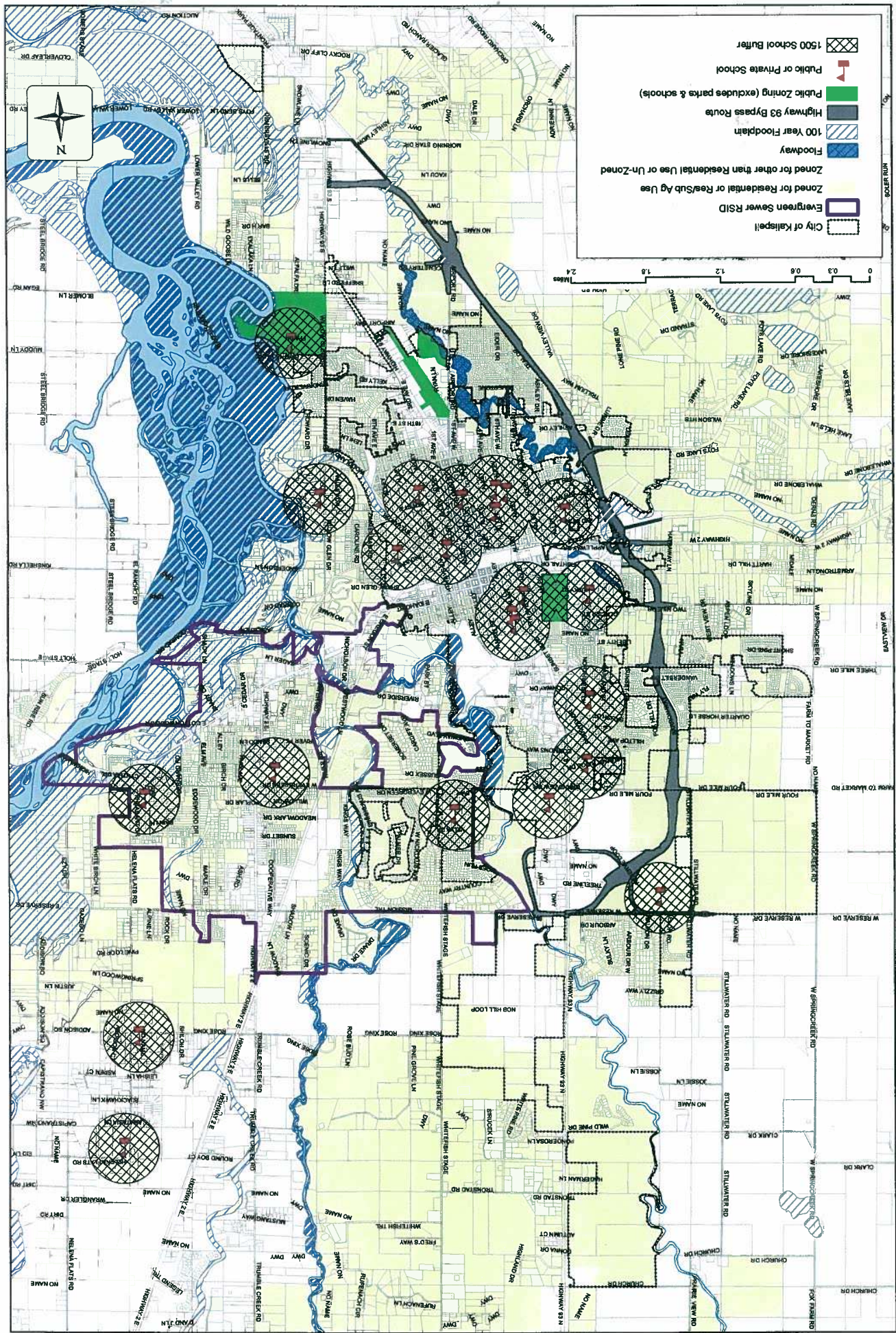
Legal Counsel
Department of Corrections

Date

APPENDIX C: Map

(Attached Electronically)

Kalispell, Evergreen & Vicinity - Residential & Suburban Agricultural Areas (per Zoning), 1500' School Buffer, and Public Zoned Areas (excluding parks and schools)



APPENDIX D: ARM 20.7.503

20.7.503 DETERMINATION OF MINIMUM REQUIREMENTS

(1) The department shall determine that within the city, town, or county being considered, there are available to the offenders:

- (a) appropriate mental health and chemical dependency services;
- (b) adequate job opportunities as determined by appropriate state agencies;
- (c) opportunities for basic education, GED, technical training, and post secondary education; and
- (d) opportunities for volunteer and community service.

History: 53-1-203, MCA; IMP , 53-1-203, MCA; NEW , 1998 MAR p. 3114, Eff. 11/20/98.

APPENDIX E: MDOC Policies

DEPARTMENT OF CORRECTIONS POLICIES AND PROCEDURES

Policy No.: DOC 5.8.2	Subject: PRERELEASE CENTER OFFENDER TRAVEL
Chapter 1: FACILITY/PROGRAM OPERATIONS	Page 1 of 3, plus 1 attachment
Section 1: Security and Control	Revision Date: 10/10/01; 2/5/02
Signature: /s/ Bill Slaughter	Effective Date: April 1, 1997

I. POLICY:

It is the policy of the Department of Corrections to establish travel procedures for offenders placed in Prerelease Centers.

II. IMPLEMENTATION:

This policy was revised and implemented on February 2, 2002. It was renumbered on July 29, 2005, and placed in Chapter Five, Section Eight, of the DOC Policy Manual.

III. AUTHORITY:

53-1-203, MCA. Powers and Duties of Department of Corrections

IV. DEFINITIONS:

Immediate Family- for the purposes of this policy, immediate family means parents, spouses, siblings, and children of the offender. Immediate family may mean a grandparent, if there is evidence the grandparent was a surrogate parent of the offender.

Prerelease Unit Manager means the Department employee who acts as the contract for services liaison and is responsible for monitoring the contractual agreement between the Department and Prerelease Center.

V. PROCEDURES:

A. General Travel Requirements:

1. **Out-of-state travel by Prerelease offenders will not be permitted unless pre-approved by the Department Director or Designee.**

2. Typical reasons for offender out of city travel include:

- attendance of a funeral for an immediate family member;
- bedside visits to a critically ill hospitalized immediate family member; and
- employment reasons.

Travel requests for other reasons may be considered on a case-by-case basis.

3. All travel, with the exception of travel for employment, will be restricted to 15 miles from the Prerelease Center, unless approved by the Prerelease Unit Manager or Designee. Prerelease Center personnel will monitor offender travel.
4. Prerelease Center Directors, in consultation with the Probation and Parole Officer II, may authorize offender travel for employment not to exceed sixty-five (65) miles from the respective center. Employment travel in excess of sixty-five (65) miles from the respective center requires approval from the Prerelease Unit Manager or Designee.
5. When overnight travel is anticipated, offenders will stay in a county detention center or Prerelease Center, unless other arrangements have been approved by the Prerelease Unit Manager.
6. There will be no extensions of travel approval, unless approved by the Prerelease Unit Manager or Designee.

B. Travel Requests:

1. The offender and case manager initiate a request for travel by using Attachment A, Travel Request Form and Itinerary. Consideration will be given to the offender's behavior, progress in program participation, and the risk the offender may pose to the community. The case manager should verify that all proposed travel arrangements are legitimate
2. Following the completion and verification of the travel details, the Center Director and P&P Officer II should concur with the request before submitting it to the Prerelease Unit Manager for consideration. If the travel request is not supported by both the Prerelease Center Director and the P&P Officer II, the Prerelease Unit Manager will make the final determination on approval or disapproval. The Prerelease Unit Manager may place additional restrictions/requirements on the travel arrangements.

C. Notification Requirements:

1. Upon approval of a travel request, Prerelease Center personnel will notify Law Enforcement authorities and the Probation and Parole Office of the city in which the offender will be traveling and provide the offender's travel details and itinerary.
2. When an offender has been convicted of a crime against another person, Prerelease Center personnel will contact the County Attorney of the county in which the crime was committed and provide the offender's travel details and itinerary.
3. In those instances when the victim has submitted a written request to be informed when the offender leaves the city/county in which the center is located, the victim will be notified by Prerelease Center personnel.

D. Offender Responsibilities:

1. The offender will be financially responsible for all expenses related to the travel and must comply with all conditions established in the travel plans. Failure to comply with the conditions will be cause for arrest and detention pending action by the Department and Prerelease Center. Any violations of the law may result in prosecution of the offender.
2. In the event of an emergency, the offender will immediately contact the Prerelease Center for direction. The Center Director or Designee will inform the Prerelease Unit Manager of the circumstances and request assistance, if necessary.

VI. CLOSING:

Questions concerning this policy should be directed to the Prerelease Unit Manager.

DEPARTMENT OF CORRECTIONS
POLICIES AND PROCEDURES

Policy No.: DOC 3.2.2	Subject: FACILITY ESCAPES
Chapter 3: FACILITY OPERATIONS	Page 1 of 14, plus 3 attachments
Section 2: Safety and Emergency Procedures	Revision Date: January 7, 1999
Signature: /s/ Rick Day, Director 2/17/99	Effective Date: Aug. 1, 1996

I. POLICY:

It is the policy of the Department of Corrections that all correctional facilities must establish procedures designed to prevent offender escapes, which are based on facility security, and the safety of the public, staff and offenders.

II. AUTHORITY:

Section [45-7-306, MCA](#). Escape
DOC Policy 3.1.8, Use of Force

III. DEFINITIONS:

Correctional Facility: For the purposes of this policy, a correctional facility includes:

- 1) Montana State Prison
- 2) Montana Women's Prison
- 3) Pine Hills
- 4) Treasure State Correctional Training Center
- 5) Riverside Youth Correctional Facility
- 6) Billings Transition Center
- 7) Great Falls Juvenile Transition Center
- 8) Community Correctional Facilities under contract to the Department
- 9) Intensive Supervision Programs (Persons on Inmate Status)

III. PROCEDURES:

Escape policies and procedures shall be reviewed annually, updated as required, and classified as restricted information. Procedures shall also be implemented by all facilities to ensure employees

are trained in the provisions of the escape plans.

A. Escape Prevention

Attention to the following measures will assist in reducing the probability of escape attempts and should be incorporated into each facility's orientation, basic or annual in-service training curriculum:

- . Alert detection and prompt report of unrest or tension in the offender populations.
- . Observation and report of abnormal changes in offender behavior.
- . Prompt correction of construction or damaged-related security breaches and the provision of adequate interim security coverage between the time a weakness is discovered and the time final repairs are made.
- . Provision of work, recreation and/or self-improvement programs for offenders.
- . Appropriate classification, and classification review, of all offenders in or entering the facility, including accurate designation of offenders likely to pose an escape threat.
- . Proper consideration of legitimate offender complaints or needs.
- . Prompt, decisive, and suitable action in response to problems that arise.
- . Implementation of a system of security inspections, frequent counts, and supervised movement.
- . Provision of appropriate work and living assignments in accordance with offender custody classification.
- . The appropriate use of qualified and trained personnel.
- . Adequate tool, key and material control.
- . Information gained from outgoing correspondence and the monitoring of telephone calls.
- . Fully implemented security procedures with special emphasis on not becoming too predictable in the application of those procedures.

B. Policy Review and Approval

All escape policies and procedures shall be critiqued by local law enforcement agencies for comments/suggestions, and reviewed and approved by the Department's Investigation Unit. Escape policies for community correctional facilities/programs, under contract with the Department, will also be reviewed and approved by the Community Corrections Division.

Mutual aid agreements shall be established where applicable with local law enforcement agencies to ensure a cooperative effort in all areas relating to offender escapes.

C. Policy Development

Good correctional practice dictates that a number of common elements must be addressed when developing escape policies and procedures. For that reason, the following list represents the issues that will be addressed in most escape policies. There will be individual circumstances and differences that exist in each correctional facility that may not require addressing all issues listed:

1. Immediate Notification/Information

Direct observation, or information received, of an escape, or escape attempt, will trigger immediate action by facility personnel, as will any unauthorized absence from a work detail, living area, or other location.

The issues to address include:

- . evaluation of the situation
- . notification of the facility's control center
- . disseminating facts relevant to the escape/attempted escape
- . procedures for activating escape alarms
- . securing the facility and taking offender counts
- . establishing initial perimeters and deploying staff
- . surveying the need for available and additional manpower/ resources
- . searching the facility/grounds
- . mobilization of additional staff and security forces
- . determining "escape posts" that must be supervised and vacating non-essential posts
- . victim notification.

2. Command Staff and General Staff Notification Procedures

Staff notification plans shall list the positions which are critical to the immediate operation of the facility and which positions may be vacated, freeing staff members to assist in a search of the facility, grounds and surrounding area. Adequate staff coverage

shall always be maintained in order to provide normal supervision of offenders not involved in the emergency. The issues to address include:

- . assignment of a staff person to contact off-duty employees
- . notification of staff during normal working hours
- . notification of staff after regular administrative hours
- . development of a command staff notification checklist, to include:
 - Warden/Superintendent/Administrator
 - Associate/Deputy Wardens
 - Chief of Security
 - Department of Corrections Director's Office and/or Duty Officer
 - other key facility staff
- . development of a general staff notification check list to include addresses and telephone numbers.

3. Information Gathering

When the identity of the offender is known, all relevant facts regarding the escapee shall be gathered. Where appropriate, the issues to address include:

- . relevant facts regarding the offender:
 - name
 - gender
 - AO/JO number
 - age
 - offense
 - physical description (including scars, marks,
 - clothing description
 - tattoos, race and complexion)
 - sentence length
 - time of escape
 - escape circumstances
 - location of escape
 - probable companions
 - suspected destination
 - medical issues
 - vehicle description, if applicable
 - county of conviction/commitment
- . collection of information regarding the offender's most recent contacts
- . collection of names and addresses of relatives and friends
- . instituting an interview process to question offenders who may have knowledge of the escape or the offender's destination
- . obtaining photographs of the offender, and

. victim notification, when applicable.

4. Notification of Department of Corrections, Law Enforcement, Outside Authorities and the Public

The escape and apprehension plan shall designate an employee responsible for the notification of the Department, law enforcement agencies, outside authorities and the public. These agencies, authorities and the public should be contacted by telephone after the warden/superintendent/administrator has authorized that notification should take place. Telephone numbers of the agencies to be contacted will be listed as part of the plan.

Facilities shall use a standardized Escape Information Report (Attachment A) to inform the Department of escapes. The report shall be faxed to the Department when all relevant facts regarding the escapee are gathered. The issues to address include:

- . preparation of the Escapee Wanted Form (Attachments 2 and 3) for dissemination to local law enforcement agencies.
- . notification of:
 - the Department (via telephone) - to include provider's information in the Escape Information Report;
 - the Montana Highway Patrol, Police Department and Sheriff's Department - to issue "Attempt to Locate" and "Pick-up and Hold" notifications;
 - the Montana State Prison (by facilities located outside of Powell County) - to list adult offenders on the NCIC;
 - local law enforcement - to list juvenile offender escapees;
 - victims and others who may have a compelling interest in the offender's whereabouts;
 - the news media;
 - law enforcement in other areas when there is reason to believe that the escapee may be traveling to other geographical areas.

5. Notification of Local Residents

Public safety shall be of primary concern in the apprehension of an escapee and, where applicable, the following issues include:

- . activation of an escape alarm
- . activation of a telephone-tree to inform local residents/schools of an escape
- . development of procedural guidelines to update local resident telephone numbers
- . scheduling of public briefings in the event that the escapee is believed to be in a particular area
- . dissemination of Escape Notifications in the community and to local residents in the immediate area.

6. Critical Response Actions

Where applicable, the following issues should be addressed:

- . establishing procedures to secure the housing units/facility and offender's property
- . returning of work crews to their quarters
- . assessing which staff assignments may be safely vacated to report to a designated assembly area
- . activation of tool security policies
- . accounting for all State and private vehicles
- . determination of how long to keep a facility secured or locked down and when normal activity can resume
- . preservation of evidence that may assist in solving how the escape/attempted escape occurred.

7. Firearms and Armory Issues

The facility policy shall designate a high level of authority to authorize the carrying of firearms during a search.

In those facilities having an armory, procedures must be in place to address the following issues:

- . activation of the Firearms policy
- . activation of the Use of Force policy
- . assignment of an armory officer to issue arms, ammunition and other equipment
- . development of a check list to verify that staff are certified in the use of particular weapons

- . development of provisions to provide the armory officer with additional staff assistance
- . procedures for issuing and returning arms, ammunition and other equipment
- . establish procedures relative to the use of personal firearms.

8. Escape Posts

The existence of escape posts shall be dependent upon the size, security level and role of the correctional facility. Escape posts shall be designated in facilities that house medium/maximum security offenders. The issues to be addressed in designating escape posts include:

- . predetermination of primary and secondary escape posts. Activation of posts will be determined by a number of factors, to include the time of the escape, means of escape, direction of travel and any other pertinent information.
- . location of escape kits
- . dissemination of escape kits for each post, to incorporate:
 - weapons to be issued
 - restraints
 - a map of the surrounding area
 - a radio or the location of the nearest telephone
 - a flashlight and first aid kit
 - a description of the duties of that post
 - other pertinent information for the officer assigned to the post
- . issuance of a distinctive jacket or insignia that can be clearly identified by law enforcement agencies and the public whenever staff are not in uniform.

9. Contacts with the Public

All correctional staff must be courteous and use good judgment in their contacts with the public, and must cooperate fully with local law enforcement officers, and must obey all laws during searches. All search activities away from the facility shall be coordinated with local law enforcement, and there shall be a mutual aid agreement. Issues to address include:

- . limits of authority possessed by Department personnel when they are not accompanied by law enforcement officers
- . legal limitations in vehicle and house searches as well as in other areas where the search for escapees intrudes on community privacy
- . issuance of a distinctive jacket or insignia that can be clearly identified by law enforcement agencies and the public whenever staff are not in uniform
- . development of community search procedures, in conjunction with local law enforcement.

10. Contacts with the Media

The escape and apprehension plans shall include a list of media contacts at local newspapers and television and radio stations. The facility Public Information Officer or designee shall be responsible for notifying the media of escapes after the Department of Corrections and local law enforcement have been informed. Data shared with the media may include:

- name
- age
- gender
- physical description (to include scars, marks, tattoos, race and complexion)
- place of conviction
- sentence
- crime committed
- other information that does not violate offender privacy statutes.

Additional issues to be addressed are as follows:

- . assignment of a single staff person to contact the media
- . development of facility policies and procedures to communicate with the media.

11. Vehicle Use

Whenever possible, Department of Corrections vehicles will be used in search efforts for escapees. The issues to address include:

- . issue and return procedures for state vehicles
- . use of privately owned vehicles when state vehicles are not available
- . assignment of vehicle search routes.

12. Hostage Situations

In the event hostages are taken during an escape or attempted escape, the following shall be adhered to:

- . Any official who is taken hostage, regardless of rank or position, loses all command authority. No order from any hostage shall be honored.
- . No offender or group of offenders using hostages shall be permitted to leave a facility. No offender shall be permitted to leave the area within which he or she is secured.
- . Hostages shall never be exchanged.
- . No weapons shall be given to offenders in exchange for hostages or for any other reason.

Additional issues to address include:

- . utilization of staff/law enforcement hostage negotiators
- . procedures for activation of the Hostage policy.

13. Use of Force

DOC Policy 3.1.8, Use of Force, governs the level of force for each situation. All personnel who may be required to use non-lethal or lethal use of force shall be trained in use of force to DOC Policy 3.1.8.

Additional issues to address include:

- . assurances that staff are authorized/qualified to use firearms as a last resort to prevent escape, protect facility property, and prevent injury or loss of life to personnel or offenders not involved;
- . assurances that the Use of Force policy is well established and staff are trained in the appropriate levels of use of force.

14. Escapes While Under Escort or Guard

Some of the most opportune times for an escape is when an offender is being escorted or transported. For these reasons, it is of the utmost importance that staff are constantly aware that offenders may attempt an escape under these circumstances.

The issues that need to be addressed are:

- . the use of sound security practices in applying restraints and transporting the offender
- . following procedures to report an escape and in contacting the nearest law enforcement agency to request assistance
- . establishing escape posts if the escape occurs near the facility.

15. Aircraft-Assisted Escape Attempts

For those facilities where the potential exists for aircraft-assisted escapes, the following issues must be addressed:

- . guidelines when and when not to fire upon an aircraft
- . use of firearms to prevent an offender from approaching a hovering or landed aircraft
- . protective guidelines to follow when staff are under fire from an aircraft
- . development of procedures to describe the craft, its identification numbers, direction of flight, and any other pertinent details and reporting this information to law enforcement, FAA, and other agencies with aircraft capability
- . utilization of an action plan when assistance is required for a ground search of the craft.

16. Facility Reports and Escape Investigation Report

Comprehensive and accurate reports are essential in the subsequent prosecution of escapees. Whenever possible, facility reports will contain photographs documenting any damages, additional crimes committed, and the method or route of the escape. The following individuals will submit a facility report at the end of the search, or if the search is protracted, prior to leaving the facility at the end of their shift:

- . Employees witnessing the escape or who are responsible for the detail or area from which the escape occurred
- . Civilian or law enforcement agency witnesses to the escape or subsequent flight
- . Employees to whom the escape was reported
- . Employees assigned to provide notification of the escape to other agencies
- . Senior shift supervisors
- . Employees, civilians, and law enforcement officers held as hostages (when the hostage situation has been resolved)

- . Employees and law enforcement officers involved in the actual search
- . Perimeter staff
- . Other staff members having relevant information.

Additional issues to be addressed include:

- . guidelines for assessing and recording any damage caused by the offender
- . guidelines for preserving any evidence that may be of value in presenting the case in court
- . procedures to pursue charges against the offender
- . basic information regarding the escape
- . debriefing
- . recommendations for preventing similar escapes or escape attempts.

An Escape Investigation Report shall be prepared by the Department's Investigation Unit and submitted within 48 hours of the escape or attempted escape to the appropriate Division Administrator.

17. Post-Apprehension Procedures

When the Department's Investigation Unit receives word that an escapee has been apprehended, or is in the custody of another agency or jurisdiction, they shall prepare and distribute an Apprehension Report to the law enforcement agencies who were notified of the escape, correctional facilities and the appropriate Division Administrator. The Unit shall also notify the Department's Public Information Officer who shall provide details of the apprehension to the news media.

Additional issues to be addressed include:

- . victim notification
- . cancellation of all Attempts To Locate, Pick-Up and Hold, and other escape notices/warrants
- . reporting/investigation requirements established to assist in the prosecution of the escapee

- . initiation of the offender disciplinary process.

18. Offender Accountability for Escape

To help deal effectively with varying degrees of risk represented by offenders who have a history of escapes from a correctional facility. Each facility will establish an internal management plan for these offenders. The issues to address include:

- . appropriate housing (custody level) based on the offender's risk assessment
- . jobs and activities the offender is eligible and/or not eligible for
- . participation in open houses, cursillos, or similar activities that allow offenders to mix with the public
- . earned incentive level.

The following factors should be taken into account when formulating internal management plans to reduce risk of offender escape:

- (a) number of prison escapes/walkaways,
- (b) circumstances surrounding any prior escapes, (i.e., were there hostages taken, weapons involved, etc.,)
- (c) loss of good time due to the escape violation,
- (d) felony convictions while on escape status,
- (e) sentence length,
- (f) future risk for escape; and
- (g) conduct records, including whether the offender can function in a low security housing/work assignment or has shown through his/her history that he/she will abuse the freedom.

V. CLOSING:

Questions concerning this policy shall be directed to the Warden, Superintendent, Community Correctional Facility Director, or the Department's Investigation Unit.

**DEPARTMENT OF CORRECTIONS
ESCAPE INFORMATION REPORT**

aOFFENDER NAME: _____ AO#/JO#: _____ DOB: _____

ESCAPED FROM: _____

DATE: _____ TIME: _____ CURRENT OFFENSE: _____

SENTENCE/COMMITMENT (include date, county, and length of sentence/commitment): _____

_____BRIEF DESCRIPTION OF OFFENDER'S SITUATION AND LAST SUSPECTED WHEREABOUTS:

_____ACTION TAKEN TO LOCATE OFFENDER/WHO WAS NOTIFIED? _____

OFFENDER'S PHYSICAL DESCRIPTION AT TIME OF ESCAPE:

Clothing: _____ Gender: _____ Eyes: _____
Hair: _____ Height: _____ Weight: _____ Build: _____ Complexion: _____
Race: _____ Scars/Marks/Tattoos: _____

_____ESCAPE CIRCUMSTANCES (state how, where, and when the escape occurred): _____

_____SUSPECTED DESTINATION AND MODE OF TRANSPORTATION: _____

(To be completed by Central Office)

PAROLE ELIGIBLE DATE: _____ DISCHARGE DATE: _____

FORM COMPLETED BY: _____ DATE: _____

APPENDIX F: CLIENT REFERENCE FORM

The individual completing this Client Reference Form must be a responsible party of the organization for which the services were provided. This individual should have comprehensive knowledge about the services provided.

Offeror Reference Form Offeror: _____ Client: _____ Description of services/products provided: _____	<div style="text-align: center; font-weight: bold;">0-5</div> Please rank each of these items on a scale of 0 to 5, where: <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> 5: Agree Strongly 4: Agree 3: Neutral 2: Disagree 0: Failed </div>
1. Overall, you are very satisfied with the Offeror's Professional Services.	
2. Overall, you are very satisfied with the Offeror's staff.	
3. Overall, the Offeror's staff are responsive to your needs.	
4. Overall, you are very satisfied with the timely manner in which offeror's and/or staff address questions or concerns.	
5. The Offeror's staff is knowledgeable and professional to work with.	
6. The Offeror's demonstrates a commitment to the offender programming and their future.	
7. The Offeror demonstrates a commitment to the community that they are located in, and works to ensure a supportive future.	
NAME: _____ DATE: _____ <div style="margin-left: 40px;">(Signature)</div> TITLE: _____ EMAIL ADDRESS: _____ PHONE NUMBER: _____	